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7 Attorneys for Plaintiff
8 Michael DiPirro

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ALAMEDA
11 UNLIMITED CIVIL JURISDICTION
12
13

14 MICHAEL DIPIRRO,
15 Plaintiff,

16 v.

17
18 POLAR WIRE PRODUCTS, INC.; and DOES
1-150,
19 Defendants.
20

Case No. 25CV140545

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.6 *et seq.*)

Action Filed: September 3, 2025

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment (“Consent Judgment”) is entered into by and between plaintiff,
4 Michael DiPirro (“DiPirro”), and Polar Wire Products, Inc. (“Defendant”).

5 DiPirro and Defendant are individually referred to as a “Party” and collectively as the
6 “Parties.”

7 **1.2 Plaintiff**

8 DiPirro is an individual residing in California who seeks to promote awareness of exposures
9 to toxic chemicals and improve human health by reducing or eliminating hazardous substances
10 contained in consumer products.

11 **1.3 Defendant**

12 Defendant employs ten or more persons and is a person in the course of doing business for
13 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code
14 section 25249.6 *et seq.* (“Proposition 65”).

15 **1.4 General Allegations**

16 DiPirro alleges that Defendant has sold Solder Pellets in the State of California, which expose
17 consumers to lead and lead compounds (“Lead”), a toxic chemical, without first providing the clear
18 and reasonable exposure warnings required by Proposition 65. Lead was listed pursuant to
19 Proposition 65 as a chemical that is known to the State of California to cause reproductive toxicity on
20 February 27, 1987, and has been subject to the warning requirements for reproductive harm since
21 February 27, 1988. On October 1, 1992, California identified and listed Lead and lead compounds as
22 a chemical known to cause cancer. Lead and lead compounds became subject to the “clear and
23 reasonable warning” requirements of the act for cancer one year later on October 1, 1993, for cancer.

24 **1.5 Product Description**

25 The products covered by this Consent Judgment are Solder Pellets that are sold, or distributed
26 for sale in California by Defendant, including, but not limited to the Solder Pellet 4 GA Gray (the
27 “Products”).

1 **1.6 Notices of Violation**

2 On or about December 23, 2024, DiPirro served Defendant and certain requisite public
3 enforcement agencies with a “60-Day Notice of Violation” (“Notice”), a document that informed the
4 recipients of DiPirro’s allegation that Defendant violated Proposition 65 by failing to warn its
5 customers and consumers in California that the Products expose users to Lead. To the best of the
6 Parties’ knowledge, no public enforcer has commenced and is diligently prosecuting the allegations
7 set forth in the Notice.

8 **1.7 Complaint**

9 On or about September 3, 2025, DiPirro filed the instant action against Defendant for the
10 alleged violations of Health & Safety Code § 25249.6 that are the subject of the Notice.

11 **1.8 No Admission**

12 Defendant denies the material, factual, and legal allegations contained in the Notices and
13 contends that it sells Products to California residents in accordance with applicable state laws and
14 requirements. Nothing in this Consent Judgment shall be construed as an admission by Defendant of
15 any fact, finding, conclusion of law, issue of law, or violation of law; nor shall compliance with this
16 Consent Judgment constitute or be construed as an admission by Defendant of any fact, finding,
17 conclusion of law, issue of law, or violation of law, the same being specifically denied by Defendant.

18 This section shall not, however, diminish or otherwise affect Defendant’s obligations,
19 responsibilities, and duties under this Consent Judgment.

20 **1.9 Consent to Jurisdiction**

21 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
22 jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper in Alameda
23 County, and that this Court has jurisdiction to enter and enforce the provisions of this Consent
24 Judgment.

25 **1.10 Effective Date**

26 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date the
27 Court grants approval of the Motion to Confirm the agreement between the parties reflected herein.
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1 **2. INJUNCTIVE RELIEF: PROPOSITION 65 WARNINGS**

2 **2.1** Within 30 (thirty) days of the Effective Date (a.k.a. the “Warning Date”), as to all
 3 Products that contain Lead (referred to herein as “Listed Chemical”) and are sold by and shipped to a
 4 California address for sale by Defendant, Defendant shall provide a clear and reasonable warning on
 5 the label of each Product as set forth below in Section 2.3. Each warning shall be prominently placed
 6 with such conspicuousness as compared with other words, statements, designs, or devices as to render
 7 it likely to be read and understood by an ordinary individual under customary conditions before
 8 purchase or use. Each warning shall be provided in a manner such that the consumer or user
 9 understands to which specific Product the warning applies, so as to minimize the risk of consumer
 10 confusion. Compliance with the warning requirements set forth in Sections 2.1 through 2.3 or the
 11 warning requirements of Proposition 65 and related regulations, as may be amended from time to
 12 time, shall be deemed compliance with this Consent Judgment.

13 **2.2 Internet Warnings.** In addition to the warning specified in Section 2.1 above, for all
 14 Products that Defendant offers for sale directly to consumers in California via the internet on or after
 15 the Warning Date, Defendant shall within 30 (thirty) days provide a warning for such Products by
 16 including the warning set forth below in Section 2.3 on one or more of the following: (a) on the same
 17 web page on which a Product is displayed; (b) on the same web page as the order form for a Product;
 18 (c) on the same web page as the price for any Product; or (d) on one or more web pages displayed to
 19 a purchaser during the checkout process. The internet warning described above can also be delivered
 20 through a hyperlink using the word “[California Prop 65] WARNING” (language in brackets optional).

21 **2.3 Text of the Warning.** The text of the warning shall be printed in black ink on a light
 22 background, in a font that is easy to read and legible, but in no case less than a size 6 font. Defendant
 23 shall use the warning language as set forth below in 2.3(a) or 2.3(b) for Products containing Lead and
 24 lead compounds, which shall include a symbol consisting of a black exclamation point in a yellow
 25 equilateral triangle with a bold black outline as shown below (the symbol may be black or white if
 26 the color yellow is otherwise not used on the Product’s packaging).

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a. Full Warning.



WARNING: This product can expose you to chemicals including Lead and lead compounds which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

b. Short-Form Warning.



WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

In the event that Defendant continues to distribute the Products on or after January 1, 2028, Defendant agrees to comply with 27 C.C.R. § 25603 on and after that date, and will utilize the following Short-Form Warning:



WARNING: Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov.

Foreign Language Requirement. Where a product sign, label or shelf tag used to provide a warning includes consumer information in a language other than English, the Warning must also be provided in that language in addition to English.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)

3.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b). The Defendant shall make a civil penalty payment of \$2000 as a component of this settlement. The penalty payment will be allocated by DiPirro’s counsel in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the penalty funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHHA”) and the remaining 25% of the penalty remitted to DiPirro.

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1 **4. REIMBURSEMENT OF FEES AND COSTS**

2 The parties acknowledge that DiPirro and his counsel offered to resolve this dispute without
3 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee
4 issue to be resolved after the material terms of the agreement had been settled. The Defendant then
5 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been
6 finalized. The parties then attempted to (and did) reach an accord on the compensation due to
7 DiPirro and his counsel under general contract principles and the private attorney general doctrine
8 codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual
9 execution of this agreement. The Defendant shall pay a total of \$ 57,000 for fees and costs incurred
10 as a result of investigating, working with toxicology experts, bringing this matter to the Defendant's
11 attention, document preparation, negotiating a settlement in the public interest, and post-settlement
12 audit and compliance work.

13 **5. PAYMENT AND FORM 1099**

14 **5.1 Payment.** The complete settlement payment in the amount of \$ 59,000 shall be delivered
15 within three business days of the Effective Date, to the bank account of Jeremy Fietz, Attorney at
16 Law (via wire transfer, or ACH payment; number provided upon request) or by physical check to the
17 office of Jeremy Fietz, Attorney at Law, 4241 Montgomery Drive, #123, Santa Rosa CA 95405, and
18 for the latter option shall be in the form of a check made payable to: "Jeremy Fietz, Attorney at Law".
19 For any payment that is returned for any reason, including insufficient funds, a payment must be
20 made by CTM in form of a cashier's check within three (3) calendar days of notification of
21 insufficient funds, plus a 10% service fee paid to DiPirro's attorneys. Any payment that is not
22 actually received by the due date will also be subject to a 10% late fee.

23 **5.2 Issuance of 1099 Form.** The Defendant shall provide DiPirro's counsel, Jeremy
24 Fietz, Attorney-at-Law, with one 1099 form for the entire settlement amount. Such 1099 shall be
25 made on the Form 1099 MISC with the amount reported in box 10 ("Gross proceeds paid to an
26 attorney"). The Defendant acknowledges that 1099 shall NOT be issued under form 1099 NEC. A
27 W9 shall be provided by Jeremy Fietz, Attorney-at-Law after this Agreement has been fully
28 executed by the Parties to this agreement.

1 **6. CLAIMS COVERED AND RELEASED**

2 **6.1 DiPirro's Public Release of Proposition 65 Claims**

3 DiPirro, acting on his own behalf and in the public interest, releases Defendant, any persons
4 or entities identified on any of the Notices as an alleged violator, retailer, manufacturer, or
5 distributor (collectively, "Noticed Parties"), and each of the respective officers, directors,
6 shareholders, employees, attorneys, representatives, shareholders, subsidiaries, affiliates, parents,
7 divisions, successors, assigns, insurers, dealers, distributors, retailers, and customers of Defendant
8 (collectively, "Affiliates"), and any other person or entity to whom Defendant directly or indirectly
9 distributes or sells the Products collectively with Defendant, and Affiliates, (the "Releasees"), from
10 all claims for violations of Proposition 65 up through the Effective Date based on exposures to the
11 Listed Chemical from the use of any Products, as set forth in the Notices and the Complaint.
12 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65
13 with respect to exposures to the Listed Chemical from the use of the Products sold by Defendant
14 after the Effective Date, as set forth in the Notices.

15 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition
16 65 with respect to exposures to Listed Chemical from the use of the Products sold by Defendant after
17 the Effective Date, as set forth in the Notices.

18 **6.2 DiPirro's Individual Release of Claims**

19 In further consideration of the promises and agreements herein contained, DiPirro, *not* in his
20 representative capacity, but on behalf of himself and his past and current agents, representatives,
21 attorneys, successors, and assigns, hereby waives all rights to institute or participate in, directly or
22 indirectly, any form of legal action, and releases any and all actions, causes of action, obligations,
23 costs, expenses, fees, attorneys' fees, fines, penalties, damages, losses, claims, suits, liabilities, and
24 demands that he has or may have against Defendant and/or any other Releasee, of any nature,
25 character, or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or
26 actual exposures to the Listed Chemical from the use of any of the Products sold or distributed for
27 sale by Defendant in the State of California before the Warning Date.

1 DiPirro, in his individual capacity and not in his representative capacity, waives and
 2 relinquishes all rights and benefits of California Civil Code section 1542 with respect to any and
 3 claims relating to the Products and/or the Notices, and does so understanding and acknowledging the
 4 significance and consequence of specifically waiving section 1542. California Civil Code § 1542
 5 states as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
 7 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
 8 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
 9 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
 10 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
 11 PARTY.

12 Thus, notwithstanding the provisions of section 1542, DiPirro expressly acknowledges this
 13 Consent Judgment is intended to include in its effect, without limitation, all claims relating to the
 14 Products and/or the Notices that DiPirro does not know or suspect to exist in his favor at the time of
 15 signing this Consent Judgment, and that this Consent Judgment contemplates the extinguishment of
 16 any such claims.

17 **6.3 Defendant’s Release of DiPirro**

18 Defendant, on its own behalf and on behalf of its past and current agents, representatives,
 19 attorneys, successors, and assignees, hereby waives any and all claims that it may have against
 20 DiPirro and his attorneys and other representatives, for any and all actions taken or statements made
 21 (or those that could have been taken or made) by DiPirro and his attorneys and other
 22 representatives, whether in the course of investigating claims, otherwise seeking to enforce
 23 Proposition 65 against it in this matter, or with respect to the Products.

24 **7. COURT APPROVAL**

25 This Consent Judgment is not effective until it is approved and entered by the Court and shall
 26 be null and void if, for any reason, it is not approved and entered by the Court within one year after it
 27 has been fully executed by all Parties.
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1 **8. SEVERABILITY**

2 If, subsequent to the execution of this Consent Judgment, any provision of this Consent
3 Judgment is held by a court to be unenforceable, the validity of the remaining provisions shall not be
4 adversely affected.

5 **9. GOVERNING LAW**

6 The terms of this Consent Judgment shall be governed by the laws of the State of California
7 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise
8 rendered inapplicable by reason of law generally, or as to the Products, then Defendant may provide
9 notice to DiPirro and apply to the Court for relief of obligations hereunder. Nothing in this Consent
10 Judgment shall be interpreted to relieve Defendant from any obligation to comply with any pertinent
11 state or federal toxics control laws.

12 **10. NOTICES**

13 Unless specified herein, all correspondence and notices required to be provided pursuant to
14 this Consent Judgment shall be both by email and in writing and sent by: (i) personal delivery; (ii)
15 first-class, registered or certified mail, return receipt requested; or (iii) a recognized overnight courier
16 on any party by the other party at the following addresses:

17 For Polar Wire Products, Inc.:

18 Daniel Taylor
19 Musick Peeler
20 333 South Hope Street, Suite 2900
Los Angeles, CA, 90071

21 For Plaintiff DiPirro:

22 Jeremy Fietz, Attorney-at-Law
23 4241 Montgomery Drive, #123
Santa Rosa CA 95405

24 Any party may, from time to time, specify in writing to the other party a change of address to
25 which all notices and other communications shall be sent.

26 **11. ENTIRE AGREEMENT; COUNTERPARTS; FACSIMILE SIGNATURES**

27 This Consent Judgment contains the entire and only agreement between the Parties and any
28 and all prior negotiations and understandings related hereto shall be deemed to have been merged 8

1 within it. There are no representations or terms of agreement made by any Party with respect to the
2 subject matter hereof or the other Party except for those contained in this Consent Judgment. This
3 Consent Judgment may be executed in counterparts, and by facsimile or portable document format
4 (PDF) signature, each of which shall be deemed an original, and all of which, when taken together,
5 shall constitute one and the same document.

6 **12. POST EXECUTION ACTIVITIES**

7 DiPirro agrees to comply with the reporting form requirements referenced in Health & Safety
8 Code § 25249.7(f). The Parties further acknowledge that, pursuant to Health & Safety Code
9 § 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement. In furtherance
10 of obtaining such approval, DiPirro and Defendant agree to mutually employ their best efforts, and
11 that of their counsel, to support the entry of this agreement as a Consent Judgment, and to obtain
12 judicial approval of the settlement in a timely manner.

13 **13. MODIFICATION**

14 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and
15 upon entry of a modified consent judgment by the Court thereon; or (ii) upon a successful motion or
16 application of any Party and the entry of a modified consent judgment by the Court.

17 **14. AUTHORIZATION**

18 The undersigned are authorized to execute this Consent Judgment on behalf of their respective
19 Parties and have read, understood and agree to all of the terms and conditions of this Consent
20 Judgment.

21 **15. RETENTION OF JURISDICTION AND ENFORCEMENT**

22 This Court shall retain jurisdiction of this matter to implement and enforce the terms of this
23 Consent Judgment under Code of Civil Procedure § 664.6. Public agency prosecutors may enforce
24 the settlement under H&S §25249.7(c) and private party enforcers acting "in the public interest" may
25 enforce the settlement under H&S §25249.7(d).

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1 DiPirro represents and warrants neither he nor his agents or attorneys have assigned or
2 otherwise transferred, or attempted to assign, or transfer, any claim or claims against Defendant.
3 DiPirro further warrants that neither he nor his agents or attorneys are aware of any other potential
4 private enforcer or attorney who intends to bring litigation based on the 60-Day Notice.

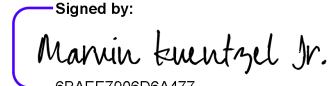
5 AGREED TO:

AGREED TO:

6 Date: April 3, 2026

Date: 4/16/2026

7
8 By: 
9 MICHAEL DIPIRRO

Signed by:
10 By: 
11 6BAEE7906D6A477...
12 Polar Wire Products, Inc.
13 Print Name: Marvin Kuentzel Jr.
14 Title: President

15 **SO ORDERED:**

16 **DATED:**

17 **ALAMEDA COUNTY SUPERIOR COURT**
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